

These pages form part of the artist performance contract

1. Obligations of the Artist

- 1.1 The Artist undertakes that he will appear at the Venue on the Date and will give a public performance before a live audience in his customary presentation to the best of his ability.
- 1.2 The Artist will arrive at the Venue at such reasonable times prior to the Concert as shall be agreed with the Promoter and will conduct a satisfactory sound check thereof upon the completion of installation and checking of Equipment.
- 1.3 The Artist will give the Promoter written notification of any sound, lighting or other equipment which the Artist requires the Promoter to provide for the Performance (**see Schedule A annexed**) and such Equipment shall be set up and ready in sufficient time to enable the Artist to sound check at the agreed sound check time.
- 1.4 The Artist warrants that the musical equipment supplied by the Artist to facilitate the Performance will be in accordance with its manufacturer's specifications of safety of construction and use or will otherwise be safe and in good working order and that the installation and use of the Artist's musical equipment in the Venue will not cause any safety hazard.
- 1.5 The Artist shall provide the Promoter with a VAT invoice (if applicable) for the Fee which shall be provided to the Promoter prior to the Performance.

2. Representations of Artist

- 2.1 The Artist warrants that he is entitled to enter into this Agreement and that he has no personal touring, recording or other commitments which might interfere with the ability of the Artist to perform at the Venue on the Date as herein set out.
- 2.2 The Artist hereby authorises the Promoter to use the name and likeness of the Artist solely in connection with the advertising and promotion of the Concert. The Promoter will only use biographical information and photographs provided by the Artist.

3. Obligations of Promoter

- 3.1 In consideration of the Artist performing his obligations hereunder the Promoter agrees to pay the Artist the Guarantee Fee as set out in the agreement. Any additional percentage amounts are to be paid within 7 days of concert.
- 3.2 It is agreed that the Promoter will arrange and pay for the provision of certain specified items details of which are set out in Schedules A and B annexed as relative hereto.
- 3.3 It is agreed that the Promoter will pay for the services of all sound and lighting operators that the Promoter provides.
- 3.4 The Promoter shall arrange the services of a sound engineer for the Performance and the Promoter shall supply the Artist within a reasonable time prior to the Performance details of such sound engineer. The Artist at his sole discretion shall decide whether or not to use the services of the sound engineer provided by the Promoter.
- 3.5 Where the Artist provides his own sound engineer for the Performance such sound engineer shall have total and exclusive control over the quality and quantity of all sound equipment for the full duration of the concert including any support acts using the same equipment
- 3.6 The Promoter shall advise the Artist of any federal state local or other withholding taxes sales taxes or levies required by law to be deducted by the Promoter from sums payable to the Artist and in the event that the Promoter is required by law to deduct any such sums the Promoter shall provide documentary proof of such requirement to the Artist not less than 4 weeks prior to the Date of the Performance and shall provide the Artist with all receipts and certificates evidencing such deduction and all other information and assistance required to enable the Artist to derive maximum benefit.
- 3.7 The Promoter confirms that the Venue is fully licensed for entertainment and that all Certificates or consents required from the local authorities in respect of the Venue have been obtained with special reference to fire and safety regulations and that all its facilities including the power supply are in good safe working order.
- 3.8 The Promoter agrees to carry out and ensure the provision of the following:
 - 3.8.1 to provide proper and adequate security staff for both backstage areas and front of house areas at all times.
 - 3.8.2 to enable the Artist and his road crew access to the Venue as agreed allowing the Artist and road crew reasonable and sufficient time to enable the Artist's equipment to be installed and a sound check to be undertaken.
- 3.9 The Promoter will ensure that no unauthorised recording (whether audio or visual) or photography will be undertaken during the Concert.
- 3.10 The Artist is free to photograph, record or film the Concert.
- 3.11 Radio and/or Television recordings of the Performance excepting those specified in this contract shall be subject to separate contract to be agreed by both parties.
- 3.12 The Promoter will not be entitled to change the Venue without the prior written consent of the Artist which may be withheld at his absolute discretion.
- 3.13 The Promoter shall not be entitled to assign the benefit of this Agreement to any other party without the prior written consent of the Artist which may be withheld at his absolute discretion.
- 3.14 At the request of the Artist the Promoter shall provide the Artist with no more than **10 (TEN)** complimentary tickets within the top price seating.

4. Insurance

- 4.1 The Promoter shall ensure that there are maintained in force in respect of the Performance and Venue adequate and complete public liability and property insurance for the Performance and the Promoter undertakes to produce at the request of the Artist copies of all policies of insurance and receipts for payment.
- 4.2 It shall be the responsibility of the Promoter to ensure that adequate insurance cover is arranged in respect of cancellation or non-appearance and in the event of any or all of the foregoing the Artist shall not incur any liability to the Promoter for any reason whatever.

1. Termination

- 5.1 The Artist will be entitled to terminate this Agreement forthwith by giving written notice to the Promoter if the Artist is prevented from performing the Concert due to accident, illness or other incapacity or other circumstances that fall within the definition of Force Majeure.
- 5.2 In the event of cancellation by the Promoter within two months of the Performance, the fee shall be held to be payable in full and shall become due to be paid within 14 days of notification of cancellation.

2. Governing Law

This Agreement shall be interpreted and applied in accordance with the Laws of Scotland and the parties submit to the exclusive jurisdiction of the Scottish Courts.

3. Force Majeure

In the event that the Performance is rendered impossible by reason of flood, earthquake, hurricane, war or civil strife, industrial disturbance, strike, fire, lockout, epidemic, failure or delays of scheduled transportation facilities, illness of the performer(s) or other Acts of God or any Law, order, decree, rule or regulation of any governmental authority or for any other reason whether of a similar or dissimilar nature beyond the control of the parties it is understood and agreed that this agreement shall be null and void and there shall be no claim for damages by either party against the other.

4. Notices

All notices hereunder or in connection herewith shall be in writing and shall be addressed at the address herein above provided or hereafter provided for that purpose.

10. No agency

The Promoter warrants and confirms that the Promoter is acting as a principal and is not the agent or representative of any undisclosed third party.

11. Modifications

- 11.1 The entire Agreement between the parties in relation to the subject matter hereof is contained herein. No modification, amendment or waiver of this Agreement or any provision hereof shall be binding upon any party unless confirmed in writing by the parties.
- 11.2 If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination then such part or parts shall be deemed never to have been incorporated in this Agreement but all other terms and provisions in the remainder of this Agreement shall remain in full force and effect.

12. Miscellaneous

- 12.1 Clause headings used herein are for convenience of reference only and are not part of the clause and shall not be used in construing the clause of this Agreement.
- 12.2 All references to the masculine gender shall include the feminine gender also and words in the singular shall include the plural and vice versa.
- 12.3 This Agreement shall not be deemed to constitute a partnership or joint venture or contract of employment between the parties.

THIS IS SCHEDULE A RELATIVE TO THE ATTACHED AGREEMENT BETWEEN THE PROMOTER AND THE ARTIST

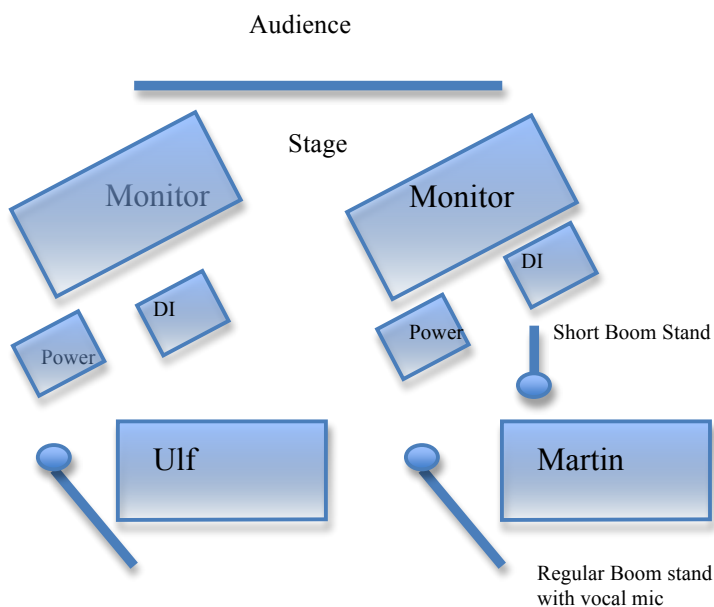
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PROMOTER TO SUPPLY:

1. A full-range 20-20kHz stereo sound system capable of delivering uncoloured sound to at least 110db SPL evenly throughout the auditorium.
2. Where the venue is multi-tiered or split-level, suitable fills and on delays where appropriate must be provided.
3. In relation to the Front of House Control the Promoter shall provide 8:2 mixing console centrally positioned at the rear of the auditorium.
5. The mixing console must have at least 4-band eq with swept mids, 2 auxiliaries (one pre-fade for monitor and one post-fade for reverb) and 48v phantom power capability on each channel.
6. Stereo 1/3-octave eq unit on main system and 1/3-octave eq units on any and all other loudspeaker outputs.
7. One digital reverb unit, Lexicon PCM or Yamaha SPX900 or similar
8. One dual compressor, BSS or Drawmer DL241 or similar.
9. CD player.
10. Monitor System: - Three wedge monitors, 15 inches plus horn (no bullet tweeters).
11. 2 Vocal Microphones (Shure SM58 or similar)
12. Three Boom Stands (1 short & 3 regular).
13. Two DI Boxes.
14. Three on stage power points.
15. Two Adjustable Piano Benches or Armless Chairs
16. Three music stands
17. All leads.
18. A Sound Engineer.

MARTIN TAYLOR TO SUPPLY:

1. AER Dual Mixer D.I. and Reverb
2. Milab DC-96B Condenser Mic 48v for Guitar



THIS IS SCHEDULE B RELATIVE TO THE ATTACHED AGREEMENT BETWEEN THE PROMOTER AND THE ARTIST

The Promoter shall provide:

The Promoter shall provide and pay for items and refreshments for the Artist as follows:

- Hot tea (green or Earl Grey if possible), coffee and vegetarian snacks on arrival at the venue.
- Bottles of Sparkling Mineral Water, 2 Bottles of Red Wine, 6 Bottles of Beer in the dressing room.
- The dressing room should have a full-length mirror and three clean white towels.
- Three hot meals after the show either at the venue or a nearby restaurant.
- In the interest of security and privacy the Promoter will ensure that no person is allowed backstage at any time before during or after the Performance except invited guests of the Artist and technical staff.
- The Promoter will supply a member of staff to sell merchandise supplied by the Artist at the venue before the commencement of the Concert, during the interval and at the end of the Concert. The Promoter will also ensure that an accurate account is kept of all merchandise sales and inform P3 Music Ltd two weeks in advance of the show if a commission/facility fee is to be charged. No Martin Taylor merchandise other than that supplied by the Artist shall be sold on the day of the performance.
- Hotels must be a minimum of three stars (no B&B's or guesthouses), have a double bed and ensuite bathroom and Mr Taylor's room should be booked as double occupancy.